



## ***Nabha Power Limited***

Regd. Office: PO Box No. 28, Near Village Nalash, Rajpura, Punjab-140401, India

**Document No: NPL/Biomass Pellets/2022-23/067**

*Rev No 1. Dated 22-09-2022*



**BID DOCUMENT  
FOR SHORT TERM CONTRACT FOR  
SUPPLY OF AGRO RESIDUE BASED NON-TORREFIED PELLETS  
TO  
NABHA POWER LIMITED**

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## Table of Contents

<b>GENERAL TERMS AND DISCLAIMERS.....</b>	<b>4</b>
<b>VOLUME I. INSTRUCTIONS TO BIDDERS.....</b>	<b>10</b>
1. GENERAL INFORMATION ABOUT NPL's THERMAL POWER PLANT	10
2. QUALIFICATION REQUIREMENT .....	10
3. PREPARATION AND SUBMISSION OF BIDS.....	10
4. BID OPENING AND EVALUATION METHODOLOGY.....	13
5. NEGOTIATIONS AND AWARD OF CONTRACT .....	14
6. BID CURRENCY AND VALIDITY .....	15
7. EARNEST MONEY DEPOSIT .....	15
8. CONTRACT PERFORMANCE SECURITY (CPS).....	15
09 VALIDITY TABLE.....	16
<b>VOLUME II. 17</b>	
10. PERIOD OF CONTRACT AND ALLOCATION STRATEGY .....	17
11. PRICE & PRICE BASIS & ITS EFFECTIVENESS:.....	18
12. QUANTITY DETERMINATION .....	19
13. QUALITY DETERMINATION .....	20
14. COMPUTATION METHODOLOGY FOR SUPPLY PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS .....	24
15. BILLING AND PAYMENT TERMS.....	28
<b>VOLUME III SCOPE OF WORK.....</b>	<b>30</b>
16. SCOPE OF WORK.....	30
17. Taxes & Duties .....	32
<b>VOLUME IV ANNEXURES AND FORMS .....</b>	<b>33</b>
<b>ANNEXURE I: COVERING LETTER.....</b>	<b>33</b>
<b>ANNEXURE II: POWER OF ATTORNEY.....</b>	<b>35</b>
<b>ANNEXURE III: FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS.....</b>	<b>37</b>
<b>ANNEXURE IV : PRICE BID FORMAT .....</b>	<b>38</b>
<b>ANNEXURE V: VENDOR IDENTIFICATION FORM.....</b>	<b>40</b>
<b>ANNEXURE VI: CODE OF CONDUCT FOR INTEMEDIARIES INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS / VENDORS ...</b>	<b>43</b>
<b>ANNEXURE VII UNDERTAKING FORMAT.....</b>	<b>45</b>
<b>ANNEXURE VIII: GENERAL TERMS AND CONDITIONS .....</b>	<b>46</b>
1. DEFINITIONS .....	46
2. GOVERNING LAW AND JURISDICTION .....	50
3. ASSIGNMENT AND SUBCONTRACTING .....	50
4. INDEMNIFICATION .....	50
5. CONFIDENTIALITY.....	51
6. FORCE MAJEURE.....	52
7. EVENTS OF DEFAULT .....	54
8. COMPLIANCE TO LAWS .....	55

<b>9. DISPUTE RESOLUTION AND ARBITRATION .....</b>	<b>56</b>
<b>10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES.....</b>	<b>57</b>
<b>11. TERMINATION OF CONTRACT .....</b>	<b>58</b>
<b>12. Blacklisting Criteria:.....</b>	<b>59</b>
<b>ANNEXURE IX: FORMAT FOR RAISING DISAGREEMENT AGAINST NPL QUALITY .....</b>	<b>63</b>
<b>ANNEXURE X: FORMAT FOR PRELIMINARY INTEREST FOR PARTICIPATION IN THE BID PROCESS .....</b>	<b>64</b>
<b>Annexure XI: Annexure for Declaration of subsidiaries/Related Parties .....</b>	<b>66</b>
<b>ANNEXURE XII: ACCEPTANCE LETTER.....</b>	<b>67</b>
<b>ANNEXURE- XIII- PROOF OF ABILITY/EXPERIENCE .....</b>	<b>68</b>
<b>ANNEXURE XIV .....</b>	<b>69</b>

## **GENERAL TERMS AND DISCLAIMERS**

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1. Any defined term used in this Bid Document shall have the meaning given to it in Annexure VIII (General Terms and Conditions) or as is defined elsewhere in this Bid Document.
2. This document is for inviting Bids for Supply of paddy straw and other agro residue based Non-Torrefied pellets to NPL Power Plant. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid.
3. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including financial, geographical, commercial, legal and technical information has been included for illustrative purposes only to assist Bidders in making their own evaluation of the Bid. Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid for the Scope of Work. The Bidder shall conduct appropriate due diligence, investigations, projections, conclusions and consult their own advisors to independently verify the information and facts in this Bid Document and to obtain any additional information they might require prior to submitting their Bid.
4. Neither NPL, nor its employees, partners, directors, other staff or the consultants/advisors of any such person:
  - a. accepts any responsibility or liability to any Bidder or any other person arising out of or in relation to this Bid Document (including in relation to omissions of information) and/or in respect of the use of, reliance on, such information by Bidders and/or incurred or suffered any costs, losses, damages & other consequences in connection with anything contained in this Bid Document including any matter deemed to form part of this Bid Document, the award of the Contract, or otherwise arising in any way from the qualification process for the said Contract; and
  - b. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness or completeness of any information in this Bid Document.

Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid.

5. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
6. Each Bidder shall assess and analyse regarding the type and number of equipment and facilities for the satisfactory completion of work, the quantities of various sections of work, the availability of local labour; availability and rates of required materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof. The Bidder shall be solely responsible to assess any other factors other than the above which may affect the work or cost thereof prior to submission of Bid.

7. By participating in the Bid process, each Bidder acknowledges and accepts that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process. Such participation shall be considered as deemed acceptance of the terms and conditions of this Bid Document.
8. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by NPL at any time including to:
  - a. amend the Scope of Work and/or terms of the business opportunity described in this Bid Document.
  - b. amend, terminate or suspend any element of the procurement process, including by extending any date, time period or deadline provided for in this Bid Document.
  - c. reject or disqualify any or all Bid(s) with or without assigning any reason.
  - d. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid.
  - e. re-advertise for new Bids or enter into negotiations for this Bid Document with other qualified third parties; and/or
  - f. proceed with the Scope of Work and/or work of a similar nature in some other manner or not at all.

Notice of such change shall be uploaded on NPL's website <https://www.nabhpower.com/tenders/coal-procurement-tenders/>. Bidders are required to visit the website and keep abreast of any such changes.

9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. NPL also reserves the right as to whether to implement or not the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions.
10. NPL reserves the right to abandon the bidding process resulting in non-award of contract to any Bidder against this bidding process.
11. NPL reserves the right at its sole discretion to cancel or amend the bidding process or to reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for any claim whatsoever and/or any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions. For the avoidance of doubt, each Bidder is solely responsible for all costs incurred in evaluating whether or not to submit a Bid, in the preparation of any such Bid and in participation of the bidding process, including, without limitation, all costs of providing information requested by, or on behalf of, NPL, attending meetings, conducting due diligence and engaging in negotiations.

12. It shall not be binding on NPL to accept the lowest or any other Bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole or any part of the Bid.
13. Bidder shall not assign or transfer the Contract or any part thereof, without prior written consent of NPL.
14. Bidder shall comply with Applicable Laws and requirements/policies of State Govts. and any other statutory authority (s) related to Scope of Work during the tenure of the Contract.
15. This Bid Document and the Contract shall be governed by the laws of India and all legal proceedings in connection with the Bid Document and Contract shall be subject to the exclusive jurisdiction of the courts at Chandigarh, India.
16. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Bidder from further involvement in the bidding process and from participating in the future tenders issued by NPL for 1 year (or such other period as determined solely by NPL at its sole discretion).
17. Unless otherwise specified, reference to any document that is required to be submitted implies that the same is to be submitted in original. If there is a discrepancy between the original document and its copy, the original document will be considered for the bidding process.
18. NPL reserves its right to make changes/amendments to this Bid Document and any Purchase Order.
19. Insurance and safety of workers/Employees of Bidder is in the scope of Bidder.
20. Bidders shall not for the duration of the bidding process, solicit or entice away the employees of NPL, nor knowingly do or cause to be done any act whereby any such person would be induced or encouraged to leave the employment or engagement of NPL (whether or not such employee would commit a breach of his contract of employment or engagement by leaving) unless NPL has given its consent to such solicitation, or other relevant act. NPL may, at its discretion, disqualify from further involvement in the bidding process any Bidder who fails to comply with this requirement.
21. NPL is concerned to avoid any conflicts of interest and may, at its discretion, disqualify any Bidder from further involvement in the bidding process, should an actual or potential conflict of interest arise.

22. NPL may, at its discretion, disqualify from further involvement in the bidding process any Bidder who is in conflict of interest with one or more Bidders, a Bidder is set to be in conflict of interest if (either directly or indirectly):
- a. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Bidder;
  - b. enters into any agreement with any other person to the effect that such other person shall refrain from submitting a Bid and/or shall limit or restrict the competitiveness of any element of the pricing of its Bid;
  - c. causes or induces any person to enter such agreement as is mentioned in either of the above;
  - d. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid, or professional advice required for the preparation of its Bid); and/or
  - e. causes or induces any person to inform the Bidder of the amount or approximate pricing of any element of any rival Bid.
23. Without prejudice to any other provision of this Bid Document, all Bidders shall regard and treat the terms of the Bid Document and all information (which is not made publicly available) as being strictly private and confidential and shall ensure that the same is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for:
- a. the purpose of enabling a Bid to be prepared and submitted.
  - b. as may be required to be disclosed by judicial or administrative process and
  - c. disclosed in an action or proceeding brought by a Bidder in pursuit of its rights or the exercise of its remedies in connection with the scope of work.
- provided that in each case the disclosing party ensures that the receiving party shall comply with the terms of this Bid Document and the Contract. In respect of any disclosure made pursuant to paragraphs (b) or (c), the Bidders shall restrict the disclosure to only that information which must be disclosed in such circumstances and provide NPL with as much advance notice as possible.
24. All information supplied in relation to this Bid Document are and shall always remain the property of NPL or its advisers, as relevant, and must be returned upon demand, without any copies being retained in any form.
25. Copyright in the information in relation to the Bid Document and bidding process rests exclusively with NPL or its advisers (as applicable) and such documentation may not be copied, reproduced, distributed or otherwise made available to any other third party (either in whole or in part) without the prior written consent of NPL, except in connection with the preparation and submission of a Bid.
26. Bidders shall not issue or release any publicity in relation to, nor comment on, the Contract/PO, the bidding process without NPL's prior written consent to the relevant

communication. In particular, Bidders shall not make any statement to the media, press or any other similar organizations regarding the nature of any Bid, its content or any information relating thereto without the prior written consent of NPL.

28. This Bid Document sets out NPL's requirements in respect of the Supply of agro residue based Non-Torrefied pellets. In the event of any inconsistency, this Bid Document shall take precedence over any other documents or information previously issued by, or on behalf of, NPL or the Bidder including any LoA/ PO.
29. Bidders must have class 3 Digital Signature Certificate (DSC) in the name of Authorized Signatory from any of the licensed Certifying Agency (CA) (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) for submission of Price Bid and to participate in reverse bidding.
30. To participate in the bidding process, Bidders must register them/their firm on E-portal & obtain login credentials / password for the same and keep the same valid up to completion of bidding process. The lowest price discovered during close bidding shall be the opening price (start price for reverse bidding, if proposed). Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted as per the instructions and procedure provided by the E-portal service provider at the time of reverse bidding.
31. During reverse bidding, if proposed, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. Detail procedure for reverse bidding shall be uploaded on E-portal of service provider and training session will also be conducted by the service provider.

### 32. Tender Timelines:

Date	Event
22nd Sep 2022	Date of availability of Bid document at NPL website
27th Sep 2022	Last date for receipt of comments/suggestions (latest by 18:00 Hrs)
29th Sep 2022	Date of uploading revised document on NPL website with changes as applicable.
29th Sep 2022	Commencement of submission of Bid (online – e-portal) from 11:00 Hrs onwards
10th Oct 2022	Closing of submission of Price Bid (online) on or before 17:00 Hrs (“Bid Due Date”)
10th Oct 2022	Submission of physical Bid on or before 17:00 Hrs
11th Oct 2022	Opening of Technical Bids at 11:00 Hrs at Rajpura/Patiala
12th Oct 2022	Opening of Price Bids at 11:00 Hrs (depending upon number of Bidders and subject to completion of Technical Evaluation)
12th Oct 2022	Reverse Bidding (Time will be intimated to the Bidders)

**Note:**

1. NPL reserves the right, in its sole discretion, to amend the above deadlines and events at any time.
  2. Interested parties may express their preliminary interest for participation in this bidding process through the letter as per the Annexure X. Bidders who have not submitted the preliminary interest can also submit their Bid by the due date and participate in the tender process.
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## **VOLUME I. INSTRUCTIONS TO BIDDERS**

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### **I. GENERAL INFORMATION ABOUT NPL'S THERMAL POWER PLANT**

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**Nabha Power Limited (NPL)**, a wholly owned subsidiary of L&T Power Development Limited has been successfully operating a 2X700 MW super critical thermal power plant at Rajpura, Punjab since 2014. 100% of the power produced by the NPL Power Plant is tied up with the Punjab State Power Corporation Limited ("PSPCL") under a long-term Power Purchase Agreement ("PPA"). Efficient and reliable power from NPL forms the backbone of power supply to the state of Punjab.

NPL is among the best running power plants of the country having the performance parameters at par with the most efficient power plants around the globe. The coal handling plant of NPL has state of the art technology with crescent type wagon tippler supplied installed and commissioned by L&T Bulk Material Handling unit.

NPL has received numerous awards and accolades such as CII national Energy leader award, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Gold CSR Award, **IPPAI award for Best Thermal Power Generator**, National Best Employer Brand Award by Economic Times.

NPL by virtue of being the lowest cost power producer in the state of Punjab remains on the top of merit order, this has resulted in the plant operating at high Plant Load Factor (PLF), which is amongst the best in the industry.

In line with relevant CEA/MoP/other government agency advisory/guidelines, NPL intends to deploy competent Contractor(s) for supply of Agro residue based Non-Torrefied pellets for blending with coal.

### **2. Deleted**

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## **3. PREPARATION AND SUBMISSION OF BIDS**

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### **3.1 PREPARATION OF BID: -**

3.1.1 The complete Bid document may be downloaded from NPL website <https://www.nabhapower.com/tenders/coal-procurement-tenders/>. Bid submission process consists of two parts i.e. online submission of Price Bid and physical Bid submission consisting of cover-A by way of sealed envelopes. Details of Price Bid, cover-A are as under:

Sl. No.	Cover	Documents To Be Submitted	Mode of submission
01	“Price Bid”	i. Price Bid as per Annexure-IV of the Bid Document.	Online
02	“A”	i. Power of Attorney in favour of Authorized Signatory as per format in Annexure II (notarised copy)	Physical
03	“B” shall contain mentioned documents in hard copy	i. Covering letter as per format in Annexure-I (original) ii. Latest version of Bid Document including all amendments/ addendums/ clarifications, each page duly stamped and signed by the Authorized Signatory of the Bidder. iii. Declaration of subsidiaries (Annexure-XI) iv. Memorandum of Association (MoA), Article of Association (AoA). v. Certificate of incorporation and Board Resolution. vi. GST registration certificate vii. Copy of PAN card	Online

All the above, except Price Bid, should be enclosed in an outer envelope/box (Main Envelope).

3.1.2 The Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the terms & conditions of this Bid Document) being nonresponsive are liable to be summarily rejected in NPL’s sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future bidding process.

3.1.3 The Bidder shall quote its prices/rates for the complete Scope of Work set out in clause 16 of Vol. III and other terms and conditions of the Bid Document, in the Price Bid format described in Annexure IV. The Bid and supporting documents prepared by the Bidder shall be in English. The prices shall be indicated in figures with landed price as per provided format.

3.1.4 Price Bid shall be submitted online. **Price Bid submitted in physical form shall be rejected.**

### **3.2 RELATED & INTERESTED PARTIES:**

Bidder shall submit only one Bid and any of the parent company/ Associate/ affiliate/ Related Parties/ ultimate parent company of the Bidder shall not separately participate (directly or indirectly) in the same bidding process.

A Bidder shall not have conflict of interest that affects the bidding process. Further, if any Bidder is having a common interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected in NPL's sole discretion.

A Bidder shall be deemed to have a common interest affecting the bidding process in the events:

- (a) Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its members or any Associate thereof; or
- (b) Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same Bid.

### **3.3 SUBMISSION OF BID:**

3.3.1 For online submission of Price Bid & reverse bidding, Bidders shall register themselves on E-portal <https://npl.abcprocure.com/EPROC/> .

3.3.2 Bidders should understand the online submission & physical submission procedure thoroughly and then fill up/submit the Bids. Bidder must register themselves with the E-portal well in advance to understand the process and formalities for online Price Bid submission and reverse bidding, if proposed. No excuse of insufficient knowledge regarding online submission/reverse bidding & physical submission shall be accepted.

3.3.3 Bidders shall submit their Bids which consists of cover "A" in physical form, at the following address on or before the date and time mentioned in Tender Timelines (Clause 32) of General Terms and Disclaimers:

Head- Fuel Sourcing & Management,  
Nabha Power Limited  
PO Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
E-mail: [COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM)

3.3.4 The Bidders shall send their Bids either by registered post, speed post, courier or by hand delivery, to reach NPL at the specified address on or before the Bid due date & time. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances.

3.3.5 For online submission of Price Bid, the Bidder is required to obtain Class III Digital Signature Certificate (meant for E-Tendering) from any authorized agencies. The Bidder, in whose name the Digital Signature Certificate/Registration is obtained, can only fill-up and submit the Price Bid.

3.3.6 Bidders shall fill-up/submit the Price Bid online in the formats provided by the E-portal.

3.3.7 In case of any further information regarding online submission of Price Bid/reverse bidding or if Bidder needs any assistance in accessing/submission of Price Bid/clarification or if training is required for Price Bid submission/ reverse bidding, then Bidders can contact M/s. e-Procurement Technologies Limited (ETL) as per the below details:

e-Procurement Technologies Limited	<p>Contact person and respective contact numbers are as follows:</p> <p>(a) Fahad Khan (email: <a href="mailto:fahad@eptl.in">fahad@eptl.in</a>; mobile: 99044-06300)</p> <p>(b) Shaikh Nasruddin (email: <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a>; mobile: 95108-12960)</p> <p>(c) Dinki Adhiya (email: <a href="mailto:dinki@eptl.in">dinki@eptl.in</a>; mobile: 63549-19566)</p> <p>(d) Common email address: <a href="mailto:Support@abcProcure.com">Support@abcProcure.com</a></p> <p>Website- <a href="https://npl.abcprocure.com/EPROC/">https://npl.abcprocure.com/EPROC/</a></p>
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#### **4. BID OPENING AND EVALUATION METHODOLOGY**

NPL shall not be responsible, for any delay in receipt of the Bids in physical form and/or online submission of Price Bid or in case the Bid Documents in physical form are tampered/lost or damaged during transit by post/courier. Physical Bid (consisting of cover “A”) received after the time specified for receipt of Bids is liable to be rejected & Price Bid of such Bidder shall not be opened. NPL will have the sole discretion to extend any of the timelines related to the bidding process.

The cover A will be opened in the presence of NPL tender committee and Punjab State Power Corporation Limited (PSPCL) representatives (if deputed) as per the timelines specified.

4.1 Cover “A” shall be opened and evaluated for “Responsiveness” as per the following chart:

SL NO	PARTICULARS	YES	NO	REMARK	SIGNATURE
1	Does cover “A” contain POA as per Annexures of the Bid Document?				
2	Is the POA as per specified format?				

4.2 Bids which are not complete in all aspects as stipulated above are liable for rejection being nonresponsive. NPL may at its discretion accept any non-material/ minor deviations. NPL

and PSPCL representative(s) (if deputed) for tender process shall have the discretion to decide whether the deviation is minor/non-material or not.

**4.3 Balance requisite documents** to be opened only for those Bidders who meet the responsiveness requirements.

**4.4** After opening the balance documents, Price Bid of the Qualified Bidders (who meet the qualification requirements) shall be opened online in the presence of NPL tender committee and PSPCL representative (if deputed) as per the specified timelines Qualified bidders shall be eligible for participation in the reverse bidding.

**4.5** All documents submitted as a part of bidding process shall become the property of NPL and are not returnable.

**Note:** NPL reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirement and may request for any additional information and documents. NPL reserves the right to contact the Bidder's bank and third parties' references to verify the Bidder's information and documents for the purpose of qualification. In such cases, Bidder shall co-operate fully with NPL at their own cost. In case NPL desires to verify copies with originals that are not submitted, Bidder is required to make them available at NPL premises.

**4.6 Evaluation for Qualification:**

The Bid will be evaluated as per technical qualification as per 3.1.1 above.

**4.7 Evaluation of the Price Bid**

The Price Bids shall be evaluated based on lowest quoted unit rate (Rs/MT/GCV inclusive of all taxes & duties) on FOR destination basis.

## **5. NEGOTIATIONS AND AWARD OF CONTRACT**

NPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL. Notwithstanding any other provision of this Bid Document, the Contract between NPL and the Successful Bidder(s) shall come into existence by the following process:

**5.1** NPL may award a Contract(s) to more than one Successful Bidder and such Contract shall incorporate the terms of this Bid Document.

**5.2** The Bidder(s) shall sign and return the Acceptance Letter as provided in Annexure XII together with its Bid. The Contract between NPL and the Successful Bidder shall come into existence and commence on the date NPL issues a Letter of Award to the Successful

Bidder; or on the date NPL issues first Purchase Order to the Successful Bidder, whichever is earlier.

- 5.3** NPL may at its own discretion issue a Letter of Award to the Successful Bidder(s). Such Letter of Award may include certain conditions which the Successful Bidder must satisfy before NPL issues a Purchase Order to such Successful Bidder.
- 5.4** NPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). NPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and NPL shall be entitled to exercise its remedies specified in the Contract.
- 5.5** The Bidder(s) shall indicate its subsidiaries/Related Parties as per Annexure-XI. NPL may (in its sole discretion) place an order, by issuing a Purchase Order, to the related party/subsidiary of the Bidder provided that such Purchase Order shall always be subject to the terms & conditions of the Contract. In the event of any default by any related party or subsidiary of the Bidder, the default shall also be deemed to be a default on the part of the Bidder and bear the consequences thereof.

## **6. BID CURRENCY AND VALIDITY**

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- 6.1.** The Bidder shall quote the prices in Indian Rupees (INR) as per the Price Bid format provided in Annexure IV.
- 6.2.** The Bids submitted shall be valid for acceptance as per the validity table in clause 9 of Vol.-I. Bid validity can be extended further by mutual agreement in consultation with PSPCL.

## **7. Deleted**

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## **8. CONTRACT PERFORMANCE SECURITY (CPS)**

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- 8.1** The Successful Bidder(s) are required submit Contract Performance Security (CPS) equivalent to Rs. 5000 (Rupees Five Thousand) per MTPD intended quantity of supply period by way of a Demand Draft (DD) in favor of Nabha Power Limited payable at Rajpura/Chandigarh or through RTGS.

Illustration, for 100 MTPD intended quantity for 91 days supply period, CPS shall be:  
= Rs 100 x 5000 = Rs. 5,00,000 (Rupees Five Lakh only).

- 8.2** The CPS shall be submitted within 5 (five) working days from the issuance of LoA/PO.

In case after having been issued the LOA/PO, if the Successful Bidder(s) does not accept the LOA/PO or do not submit an acceptable CPS, which results in tender being annulled then the respective Successful Bidder(s) shall be treated ineligible for participation in retendering of this particular tender. Further, such Successful Bidder(s) shall also be dealt as per the provisions of the Blacklisting.

If after award of the LOA/PO it is found that the manufacturing plant from which supplies are being made, is not registered in the name of the Contractor/ one of the Partner of Consortium, to whom LOA/PO is awarded, then the LOA/PO shall be terminated and security deposit of the Contractor is liable to be forfeited and the Contractor is also liable to be debarred for participation in subsequent tenders.

**8.3** The CPS shall be returned to the Contractor within 30 days after final settlement of Contract, subject to deduction of any amount due to NPL from the Contractor. No interest shall be payable to the Contractor on the amount of CPS.

**8.4** CPS shall be maintained throughout the tenure of the Contract as security for the satisfactory performance of the Contract/ PO(s). In case of any unsatisfactory performance, NPL may forfeit the CPS either in full or in part, as the case may be. The Contractor shall have to submit a fresh CPS or replenish the amount so forfeited within 2 (two) weeks of such forfeiture and intimation from NPL for the same to the Contractor. If Contractor fails to replenish the same within the stipulated time of 2 weeks, then NPL shall be at liberty to withhold the payment due for supply already made to the extent of CPS replenishment required.

**8.5** The Contract Performance Security shall be valid as per the validity table in clause 9 of Vol-I or till the extended period of validity, in case of extension.

**09 VALIDITY TABLE**

<b>Document</b>	<b>Value</b>	<b>Validity</b>
Price Bid (Annexure IV)	As stated in Annexure IV	Three months from the date of Bid opening
Contract Performance Security (CPS)	Rs. 5000 (Rupees Five Thousand) per MTPD intended quantity of supply period	30 days after final settlement

## VOLUME II.

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### 10. PERIOD OF CONTRACT AND ALLOCATION STRATEGY

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#### 10.1 Period of Contract:

The commencement date of the Contract shall be as per the “Negotiation & Award of Contract” section above. The Period of contract shall be for a minimum period of three (3) months from the date of issuance of LOA/first PO (whichever is earlier).

#### 10.2 Contracted Quantity:

NPL is having quarterly Requirement of 62,500 MT i.e. ~ 685 MTPD. A bidder can bid for the quantity in multiple of 10 MTPD. Minimum quantity to be offered for the Scope of Work is 10 Tonnes per day (10 TPD) during the period of Contract, as specified in Annexure IV.

Illustration for offered Contracted Quantity

SL no.	Description of Item	Daily offered Quantity	Contract period in days	Total offered Quantity
1	Agro/crop Residue based Biomass pellets	100 TPD	91	91,000

**Note: Bids offering quantity lower than the minimum quantity mentioned above shall be rejected being non-responsive.**

NPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL, as follows. After negotiations with L1 Bidder, discussion may be carried out with L2 and L3 Bidders in the order of their merit position to match L1 rates. In case the L2 Bidder does not match the L1 price, no allocation will be given to L2 and subsequent discussion will be carried out with L3 to match the L1 price.

NPL at its own discretion may deploy multiple Contractors simultaneously to meet the overall requirement of quantity.

In case the L1 Bidder is not able to execute the additional quantity over and above the offered quantity, NPL at its discretion may transfer the additional quantity to L2/L3 Bidder at the L1 price.

Notwithstanding the above, Quantity earmarked for a Bidder will depend on continued satisfactory performance. In case the performance of a Bidder is not found satisfactory, then such Contractor's future supply may be cancelled or reduced by any extent, and the same will be transferred to other Bidder at LI price.

While the Bidders are bound to accept orders up to the offered quantity, NPL at all the time can release PO(s) for quantity lower than minimum offered quantity.

## **11. PRICE & PRICE BASIS & ITS EFFECTIVENESS:**

**11.1** The Bidder shall quote its most competitive prices for the Scope of Work in Price Bid format (Annexure IV). Any quantity which is allocated during the Contract period but not delivered during the Contract period will be executed at the price applicable for that specific Contract period along with the same terms and conditions under the Contract.

Price Basis: Free on Road/Rail at NPL Plant

Freight Charges: The materials shall be dispatched by road on "Freight paid" basis.

### **11.2 Price Variation:**

a) The purchase price mentioned in PO shall be monthly revised from date of issue of PO. For destination Prices quoted by the Contractor shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, Diesel, Electricity in accordance with the procedures specified below:

It is understood that the price component of the items for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for labour, diesel, electricity (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/dispatch shall be computed as under:

$$EC = ECI - EC0$$

ECI will be computed as follows:

$$ECI = EC0 \{F + a \times (A1/A0) + b \times (B1/B0) + c \times (C1/C0) + Lb \times (L1/L0)\}$$

**Where** EC=Adjustment to **FOR destination** Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch.

ECI = Adjusted Amount of **FOR destination** Price Component expressed in the currency of the Contract payable to the Contractor for each shipment/ dispatch.

EC0 = **FOR destination** Price for the item in the currency of the Contract, shipment/ dispatch wise.

F = The fixed portion of Component of the Contract Price. It shall be 0.15.

a = Co-efficient of High speed Diesel fuel.

b = Co-efficient Electricity.

c = Co-efficient of WPI (Food article index).

Note: Value of a, b and c each will be 0.20.

Lb = Co-efficient for labour component which shall be 0.25

A0 = High Speed diesel oil price as on one month prior to date of submission of Price bid.

A1 = High Speed diesel oil price as on one month prior to the date of shipment.

Note: Price of High-Speed diesel oil, at Pump Station of Indian Oil Corporation or HP or any other Govt. oil company nearest to the Project Site, where the material shall be delivered. (Selling price inclusive of taxes and duties as per litre of H.S.D. Oil).

B0 = WPI (Electricity) as on one month prior to date of submission of Price bids.

B1 = WPI (Electricity) as on one month prior to the date of shipment.

Note: As per Office of Economic Advisor

C0 = WPI (Food Article) as on one month prior to date of submission of Price bids

C1 = WPI (Food Article) as on one month prior to the date of shipment.

Note: as per office of the Economic Advisor

L0 = All India Consumer Price Index for Industrial workers (All Indian Monthly Average) as on one month prior to date of submission of Price bid.

L1 = All India Consumer Price Index for Industrial workers (All Indian Monthly Average) as on one month prior to the date of shipment.

Note: As published by Labour Bureau Shimla, Govt. of India.

b) Statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

**11.3.** The rates quoted by the Bidder in the Price Bid be deemed to cover the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any increase in cost shall be entertained on any account except in terms of clause 11.2 above.

## **12. QUANTITY DETERMINATION**

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**12.1** Weighment of trucks shall be carried out on Weighbridges (for tare and gross) at NPL Power Plant. Net weight = Gross weight less the tare weight as measured at NPL Weighbridge (WB). The Bidder may witness weighment of trucks once in 30 days, NPL representative will accompany the Bidder's representative when any such visit is carried

out. Bidder shall intimate NPL via e-mail at least two days in advance about the date of such visit.

**12.2** NPL shall provide a copy of calibration certificates if requested by the Contractor. NPL shall undertake the calibration of VVB in line with the schedule/practice as recommended by Legal Metrology.

**12.3** Net adjusted quantity received at NPL Power Plant i.e. quantity worked out by NPL after carrying out adjustment due to quality variations with respect to the base parameters, if any, shall be applicable for the purpose of payment.

### **13. QUALITY DETERMINATION**

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#### **A) NPL receipt end quality determination:**

**13.1.** NPL will carry out the sampling, preparation and testing of supplied Non-torrefied pellets at NPL Power Plant as per the provisions of either BIS/ASTM/ISO. NPL will carry out the sampling and testing process as per the relevant BIS/ASTM/ISO standard for sampling from the consignment received in a day.

**13.2.** NPL at its own discretion will conduct the HGI testing for the selective consignment.

**13.3.** Samples collected for supplies received in a single day will be reduced as per relevant standard and one sample will be prepared for the samples collected in the entire day. This sample will be used for quality determination purpose for the quantity supplied on that day.

**13.4.** The Contractor's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage (following coverage locations). Any dispute related to sampling, preparation and analysis activity has to be raised strictly within 48 hours of the respective activity. Further any dispute related to test results may be raised strictly within 5 days of the declaration of the results by NPL. The dispute is to be registered / raised through email/ letter to Fuel sourcing group NPL, as per prescribed format as in Annexure-IX, in case the prescribed format is not adhered to the claim for reserve sample testing will not be entertained. The disputes with respect to sampling and testing may be entertained only if backed up by logical and justifiable reasons. Frivolous/repeated disputes may invite penal action by NPL.

<b>S. No.</b>	<b>Locations Under CCTV Coverage</b>
1.	WB
2.	Unloading yard
3.	Area between unloading yard to lab

4.	Air drying room inside the lab
5.	Other areas of Lab

- 13.5.** Wherever CCTV coverage facility is not available for a particular area/activity, physical access to the that process may be provided (NPL representative may accompany the Contractor in such cases). However, for testing of reserve sample physical access to testing facility will be allowed.
- 13.6.** Contractor acknowledges that NPL have given the opportunity to witness the process of sampling and testing through CCTV realtime footage. Request for testing of reserve sample has to be based on justification acceptable to NPL.
- 13.7.** As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, so NPL would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the Contractor's representative to be available at all times at CCTV monitor location to witness the same.
- 13.8.** NPL may request Contractor to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL will not be entertained. It may be noted that witnessing of testing (if any) carried out outside of NPL lab will not be feasible and should be avoided.
- 13.9.** NPL may also consider (at its option) sharing of part of sample (third sample) with the Contractor. Third sample is for reference of the Contractor only and results of analysis of third sample will not be considered for determining the payments.
- 13.10.** Reserve samples will be preserved in the NPL laboratory under jointly (NPL & PSPCL) locked almirah in sealed condition for 30 days (from the date of declaration of results) in safe custody of NPL.
- 13.11.** Generally, quality reports will be generated within 7 days of receipt of the Material and same will be communicated to Bidder subject to receipt of loading end quality report.
- 13.12** Despite having offered/ provided access to sampling, sample preparation and testing processes through CCTV realtime footage to demonstrate transparency, the right to raise dispute for testing reserve sample will be given to the Contractor.

The number of results challenged for referee sample testing by the Contractor shall be considered to the extent of 50% of the total vehicles received in a Batch. 50% results challenged for referee shall be tested at NPL lab and remaining 50% samples shall be analysed at 3rd party external laboratory.

**13.13.** The SOP for testing of reserve sample subject to satisfaction of criteria as per 13.12 above is as under:

- a) The Contractor will be intimated 4 days prior to the extraction of referee sample from the joint custody.
- b) Referee samples will be taken out from the joint custody of NPL & PSPCL in presence of Contractor.
- c) For referee sample testing at third party external laboratory, following procedure shall be followed:
  - i. The sample will be jointly re-packed and sealed by NPL and Contractor post extraction from the joint custody.
  - ii. The sealed and packed sample will be sent to 3<sup>rd</sup> party external laboratory for analysis. The detail of 3<sup>rd</sup> party external laboratory is as under:
    - a) National Metallurgical Laboratory
    - b) Indian Institute of Chemical Technology
    - c) Institute of Minerals & Materials Technology
    - d) Inspectorate Griffith India Pvt Ltd
    - e) Shriram Institute for Industrial Research
  - iii) The 3<sup>rd</sup> party external laboratory for testing the referee sample amongst the above shall be decided by NPL at its own discretion.
  - iv) Referee sample will in no case be handed over to the Contractor and shall be physically handed over to the 3<sup>rd</sup> party external laboratory in presence of NPL and Contractor representative. If permitted by the external referee lab, analysis shall be carried out in presence of NPL and Contractor's representative, if present.
  - v) The cost related to testing for the referee sample shall be to the account of the Contractor, the same shall be deducted from Contractor's monthly bill. It is to clarify that the Contractor shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives.
  - vi) Results reported by 3<sup>rd</sup> party external laboratory shall be final and binding on both Parties, the Contractor and NPL for all commercial purposes.
- d) For referee sample testing at NPL laboratory, following procedure shall be followed:
  - i) Referee sample testing shall be carried out in presence of Contractor's representative.
  - ii) In case of testing of referee sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM/ISO prior to testing. Post successful verification of bomb calorimeter, referee sample will be tested as per applicable standards.
  - iii) The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
  - iv) The entire process including taking out the referee samples from joint custody, extracting the quantity from sealed packet and final analysis will

be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done through mobile camera.

- v) Based on the testing NPL will share the revised results. Results declared by NPL shall be final and binding on both Parties, the Contractor and NPL for all commercial purposes.

**13.14** PSPCL representative (s) may witness the process including testing of referee samples.

**13.15** Any misuse of real time footage witnessing by Contractor or its representative will be viewed seriously and may result in disqualification/blacklisting of a Contractor, including denial of this access for the balance period of supply of Non-torrefied pellets. The presence of more than one representative of a Contractor will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to the cancellation of the gate pass and the banning of entry on the premises.

**13.16** For purpose of rejection test before unloading, samples shall be tested for moisture content by NPL. If test result of any sample collected from a truck/consignment meets technical parameter criterion for moisture content as given in (Table-2) then truck will be allowed for unloading, otherwise consignment will be rejected if test result meets the rejection criterion as given in (Table 4) and it shall be the contractor's responsibility to carry it back on his own cost,

**13.17** It may be noted that referee samples shall only be used in case of conflict of quality and price adjustment, whereas, in case of rejection of consignment due to Total moisture (TM) content, NPL reported TM content result will be final and binding.

**13.18** NPL's representative will have the right to witness sampling and testing of pellets for the base parameters at the loading point.

**13.19** Any Non-torrefied pellets that is received at NPL will not be returned/ permitted to be collected by the Contractor unless agreed to in writing by NPL.

**13.20** Standards/Methods as per the table below will be referenced/used for quality determination:

Table-I

Sl. No.	Technical Data	Testing Method/Standard
1	Dimension (Diameter & Length)	ISO 17829 or Equivalent method may be referred
2	Fines (%)	ISO 18846 or Equivalent method may be referred
3	GCV (ARB)	IS 1350 or Equivalent method may be referred
4	Moisture Content (ARB)	Method based upon IS 1350 or equivalent method may be referred
5	HGI	ISO 5074 or equivalent method may be referred

**13.21** For Determination of TM content:

- a. Samples shall be collected from each truck for TM determination
- b. TM will be determined by NPL lab validated method based on IS 1350 or equivalent.

(10g of 2.90 mm passing sample will be heated for 2 hours at 108 +/- Deg C. Total moisture will be computed as per the formula below:

$$TM\% = (W1-W2) \times 100 / W1$$

Where: W1 = Initial weight of sample

W2 = Final weight of sample

#### **14. COMPUTATION METHODOLOGY FOR SUPPLY PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS**

**14.1** The Contractor shall guarantee technical parameters of agro residue-based biomass pellets as given in following Table-2. The characteristics contained in Technical Specification (Table-2) shall be adhered to and maintained and non- adherence shall result in 'Quantity and Price Adjustment' as per clause 14.2 or even rejection as per clause 14.3 of this volume.

**Table: 2 Technical Specification for Agro residue based Biomass Pellet.**

<b>Sl. No.</b>	<b>Technical Data</b>	<b>Unit</b>	<b>Specification for Non-torrefied pellets</b>
1.	Base Material	NA	Agro Residue/Crop Residue (wood based pellets will not be acceptable)
2.	Diameter*	mm	In case of cylindrical shape: Diameter: Not more than 25 mm Length: -Not more than 35 mm For other shapes: No other dimension should exceed 35 mm.
3.	Fines% (Length< 3mm)	wt%	Fines ≤ 5%
4.	Moisture (ARB**)	wt%	Not more than 14% (≤ 14%)
5.	Gross Calorific Value (ARB***)	Kcal/Kg	To be quoted by the bidder Non-Torrefied: Not less than 2800
6	Bulk Density	Kg/m3	Not less than 600
7	Hard Groove Grindability Index (HGI)		Not less than 50

\*During contract period, dimension of biomass pellets may be revised/modified on mutual consent basis without any financial/cost implication to NPL.

\*\*ARB -As Received Basis

\*\*\* GCV ranges are indicative

## 14.2 Penalty / Adjustment

The Contractor shall guarantee technical parameters of agro residue-based pellets as given in table-2 under clause 14.1. The characteristic contained in Technical specifications shall be adhered to and maintained and non-adherence shall result in “Penalty and/or adjustment”

Computation for penalty / adjustment for the consignments (all the trucks) received in a Day shall be done as per the following:

**14.2.1** The agro residue-based pellets supplied shall conform to technical specifications as given in table-2 under clause 14.1. But, in case consignment of agro residue-based pellets does not meet the guaranteed parameters for GCV, moisture content and fines%, but are within acceptable limit as given in table-3, the consignment shall be accepted but with a pro-rata price/quantity adjustment as applicable.

Table-3

Sl. No.	Technical Data	Units	Acceptance range without price/quantity adjustment	Acceptance range with pro-rata price/ quantity adjustment
1	Gross Calorific value (ARB*)- Non-Torrefied	Kcal/Kg	As per clause 14.2.2.2	
2	Total Moisture (ARB*)	Wt%	Not more than 14% i.e. $\leq 14\%$	
3	Fineness% (ARB*)	Wt%	Fineness $\leq 5\%$	Fineness $> 5\%$

### 14.2.2 Price Adjustment for Gross Calorific Value (GCV):

If a consignment of agro residue-based pellets does not meet the guaranteed parameters for Gross Calorific Value (ARB) but is within the acceptable limit, the consignment shall be accepted with ‘pro-rata upward or downward price adjustment as calculated using the formula:

14.2.2.1 Deleted

14.2.2.2 Non-Torrefied Pellet:

Contractor is required to quote GCV (ARB) of Non-torrefied pellets within the range as mentioned below:

Preferable limit shall be from 2800 Kcal/Kg & above to maximum limit of 4000 Kcal/Kg.

Upward pro-rata price adjustment shall be done for GCV variation of supplies as per following formula:

Adjusted Price= [Quoted Price X Actual GCV(ARB)]/Quoted GCV(ARB)

Upward price adjustment shall be done maximum up to 4000 kcal/kg GCV (ARB), beyond this value, upward price adjustment shall not be done even if Contractor supplies non-torrefied pellets of higher GCV.

For downward GCV variation from 2800 Kcal/kg, pro rata price adjustment shall done for GCV variation of supplied Material as per following formula:

- a) For 2400 Kcal/kg <= GCV < 2800 Kcal/Kg,  
Adjusted Price= 0.75 X (Quoted FOR Price X Actual GCV(ARB))/Quoted GCV(ARB))
- b) For 2000 Kcal/kg <= GCV < 2400 Kcal/Kg,  
Adjusted Price= 0.50 X (Quoted Price X Actual GCV(ARB))/Quoted GCV(ARB))
- c) For GCV less than 2000 Kcal/Kg, the consignment shall be rejected and no payment shall be made for the already delivered and/or consumed Material.

In case, Contractor frequently supplies Material of GCV less than 2800 Kcal/Kg or deviates from the other technical parameters, warning letter shall be issued to the Contractor.

Illustration I:

Quoted Price- Rs 3500/MT (FOR Basis)

Quoted GCV- 3200 Kcal/Kg

Actual GCV- 3000 Kcal/Kg

Adjusted Price- [3500 X 3000]/3200 = Rs 3281.25/MT (FOR Basis)

Illustration II:

Quoted Price- Rs 3500/MT (FOR Basis)

Quoted GCV- 3200 Kcal/Kg

Actual GCV- 2500 Kcal/Kg

Adjusted Price- 0.75X [3500 X 2500]/3200 = Rs 2050.78/MT (FOR Basis)

Illustration III:

Quoted Price- Rs 3500/MT (FOR Basis)

Quoted GCV- 3200 Kcal/Kg

Actual GCV- 2200 Kcal/Kg

Adjusted Price-  $0.50 \times [3500 \times 2200] / 3200 = \text{Rs } 1203.13/\text{MT}$  (FOR Basis)

#### **14.2.3 Recovery on account of excess fine in consignment:**

Biomass dust, crushed/ broken/ damaged biomass pellets of length less than 3 mm in consignment as received at NPL site shall be treated as fines and there shall be recovery on account of excess fines (ARB) if it is beyond 5%.

The recovery on account of excess fines will be worked out as per the following formula.

Recovery = (Adjusted price of Biomass pellets) x W x (Actual Weight % of fines - 5%)

“W” - Weight of consignment as received

However, there shall be no additional payment to vendor if fines are less than 5%.

#### **14.3 REJECTION LEVEL**

14.3.1 The consignment of agro residue-based biomass pellets received in day at NPL plant shall initially be tested for following and shall be rejected in case any of the following parameters (as given in table 4) exceeds the rejection level given as follows:

**Table-4 Rejection Level**

Sl. No	Technical Data	Units	Rejection Level
I	Total Moisture (ARB*)	Wt%	More than 14%

\*ARB – As Received Basis

#### **14.4 DELIVERY SCHEDULE:**

The Contractor shall commence delivery of material within 5 days from the issue of PO/LOA. Delivery Schedule shall be quantity allocated to the Contractor for supply on daily basis and the Contractor shall deliver that quantity of agro residue based Non-Torrefied pellets regularly to NPL. However, for any change in quantity of agro residue based Non-Torrefied pellets to be delivered at NPL, the changed delivery schedule shall be sent to Contractor three (3) day in advance by the official e-mail ID of engineer-in-charge or e-mail ID of any other person authorized by him in which quantity of agro residue based Non-torrefied pellets to be delivered shall be mentioned which may even be zero and Contractor shall dispatch the consignment accordingly.

#### **14.5 LIQUIDATED DAMAGE FOR DEVIATION FROM DELIVERY SCHEDULE.**

The Contractor should deliver Material as per daily delivery schedule to avoid liquidated damage (LD) for short supply in a given month against aggregate of daily delivery schedule in that month.

14.5.1 The Contractor shall have to commence delivery of material within 5 days from the date of issue of the Purchase Order. To facilitate initial capacity ramp up, no Liquidated Damage shall be levied for initial 10 days from the delivery start date (hereinafter referred to as 'NO LD period').

14.5.2 Liquidated Damage (LD) shall not be applicable for short supply up to 15% in a month against aggregate of daily delivery schedule in that month. However, for monthly short supply beyond 15%, liquidated damage (LD) shall be recovered from the Contractor @ 5% of awarded price of the biomass pellets for shortfall quantities.

14.5.3 GST extra as applicable shall also be levied on Liquidated Damages.

14.5.4. Total amount of LD for shortfall in supply shall not exceed 5% of the total contract price.

## **15. BILLING AND PAYMENT TERMS**

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The Contractor shall submit the bills on Batch basis in triplicate for the Material received in a calendar month at NPL Power Plant as per methodology as under:

**15.1** The Contractor shall raise an invoice for the Batch i.e. total quantity received at NPL in a calendar month.

**15.2** The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to: -

- i. Copies of weighment certificate by NPL.
- ii. Copy of quality reports of loading end.
- iii. Copy of NPL receipt end quality reports.
- iv. Certified working for deriving payable quantity.
- v. Original challan copies of truck engaged in transportation.
- Vi. Composition of Biomass Pellets

**15.3** 100% of payable amount shall be paid on receipt and testing of material at NPL Plant along with submission of supporting documents mentioned above within 15 days. The eligible payments shall be released after adjusting various penalties/ recoveries/ other adjustments.

- 15.5** The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to NPL to perform all the contractual obligations. The lead partner shall be authorised to receive instructions for and on behalf of any and all partners of the Consortium and the entire execution of the Contract, shall be done exclusively with the lead partner. NPL may release payment to the lead partner and/or to any of the Consortium partner (s) duly authorized by the lead partner. However, the above is without any additional liability of whatsoever nature to NPL, in case of award of contract to a Consortium.
- 15.6** In the case of the Contract closure, the differential amount shall be recovered from the CPS and other amounts due to the Contractor and/or payable by the Contractor at the time of closure of the Contract. Contract closure note (as per Annexure XIV) shall be provided by the Contractor at the time of final settlement of the Contract.
- 15.7** Contractor(s) are advised to submit bills that are complete in all respects and well in time for timely release of payment.
- 15.8** Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961, any amendments modifications and substitutions thereto, from all payments on account of supply provided by Contractor. NPL will issue valid certificates for the tax deducted at source as applicable.

Invoices/bills in triplicate with supporting documents shall be addressed/submitted to the following address:

**To,  
Head-Fuel Sourcing & Management,  
Nabha Power Limited,  
Near Village Nalash,  
PO. Box. 28, Rajpura -140401,  
Punjab, India.**

## VOLUME III SCOPE OF WORK

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### 16. SCOPE OF WORK

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Detailed activities to be performed by the Contractor are as under:

- 16.1** The scope of work under this package shall include supply, loading, un-loading, transport, and delivery of Material at NPL plant as per the guaranteed parameters mentioned in clause 14.1 of the Bid Document.

Details of Material and supply duration:

Sl. No	Description of Item	Indicative Qty to be supplied per Day (TPD)	Total Qty. (Tonne)
I	Agro residue based Non-Torrefied pellets	685	62,500

**Note:**

- a) The daily requirement estimated above is indicative only and may change based on actual plant load factor and requirement of NPL.
  - b) 50% raw material for agro residue pellet i.e. stubble, straw, crop residue of rice paddy shall be sourced from Punjab, Haryana or National Capital Region is mandatory. Contractor will be required to provide documentary evidence along with monthly bills from state authority from where the paddy straw has been sourced.
- 16.2** Unloading shall be in the scope of Contractor at a designated place inside NPL plant. Contractor shall supply and ensure that the Material is loose filled in the dumpers (Trucks with hydraulic based auto unloading system).
- 16.3** If Contractor shall supply the Material in tarpaulin covered trucks and make sure that it is waterproof to prevent the Material from rain and dusting. Consignment not supplied in tarpaulin covered trucks shall not be accepted.
- 16.4** The contractor may also offer transport by rail mode with the prior consent from NPL subject to ensure the environment compliance during transportation.
- 16.5** Demurrage, if any, on the carriage vehicle for any reasons shall be borne by the Bidder/Contractor.
- 16.6** Base material for pellet manufacturing shall be agro residue which means the leftover portion of the agriculture produce such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, sesame, til, maize, sunflower, jute, coffee, etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkana and horticulture

waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.

**16.7** Any byproduct of woodwork factory (such as wood, wood chips, saw dust, furniture waste etc.) shall not be treated as agro/ crop residue and shall not be accepted for delivery.

**16.8** Agro residue based biomass pellets can be manufactured using single or multiple agro/crop residues together.

**16.9** The Contractor shall mention the name(s) of agro/crop residue(s) used for manufacturing of biomass pellets and their approximate proportion in consignment details during dispatch of Material.

**16.10** Natural additives/binder such as lignin, starch, animal dung etc. can be used for manufacturing biomass pellets if required and same shall also be explicitly mentioned by Contractor in consignment details.

**16.11** NPL reserves the right to exclude any base Material/additive/ binder or modify their proportion, if any adverse impact of the base Material/ additives/binder is found on boiler in long run.

**Scope of work related to vehicle movement inside the plant & penalty:**

**16.12** Only trained drivers/operators/helpers having valid driving licenses/permits shall be engaged. NPL reserves right to verify such licenses/permits/Registration Certificate/Vehicle Insurance/Pollution Under Control (PUC) Certificate. Further, drivers/ operators/ helpers should be physically and mentally fit for performing their respective duties. Personnel under the influence of alcohol/drugs will be barred from entering the premises.

**16.13** Every vehicle should be accompanied with trained helper/cleaner who should be directed by supervisors of Contractor to escort the vehicle movement safely inside the plant.

**16.14** Adequate and qualified manpower shall be deployed for unloading activities; for supervision at various places; for patrolling en-route to NPL Plant and return route from NPL Plant and shall report on a daily basis to the Authorized Person(s) of NPL as required.

**16.15** Contractor should ensure that loaded Tippers do not take unnecessary halts en-route to the Plant.

**16.16** Contractor's representative should be available at the time of supply inside NPL premises for complete coordination of all activities like unloading, sampling, weighing, gate entry and exit formalities etc.

**16.17** The Contractor shall execute the work in accordance and compliance with Applicable Laws and Good Industry Practice.

**16.18** Penalty for violation of safe and efficient Material transportation to NPL's delivery point:

- a) Driver found under influence of alcohol/drugs: Any incidence of Tipper Drivers/ equipment operators and personnel being found under the influence of alcohol/drugs. Penalty shall be Rs 10,000 for first incidence, then Rs 15,000 for second incidence and from third incidence Rs 20,000 in addition to blacklisting of the concerned personnel, who shall not be allowed by the Contractor to perform any activity under the Contract.
- b) Over speeding of vehicle. Penalty is Rs 5,000 per incidence.
- c) Overtaking of tippers standing in queue for weighing/ unloading/ in front of plant gate on plant main approach road unless allowed by NPL on certain exigencies.

## **17. Taxes & Duties**

**17.1** Prices indicated in the Price Bid as per Annexure-IV are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.

**17.2** The unit rates indicated in the Price Bid of Annexure-IV is inclusive of all taxes, duties, levies and statutory requirements as applicable as per Applicable Laws, including the Goods and Services Tax (GST).

**17.3** Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the Contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post bid, the same shall be admissible for payment. Similarly, any taxes and duties which are reduced/withdrawn by Government, Contractor to pass on the consequential benefit to NPL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same shall not be paid by NPL from the date of implication.

**VOLUME IV ANNEXURES AND FORMS**

**ANNEXURE I: COVERING LETTER**

*(To be on the Letter Head of the Bidding Company)*

Date: \_\_\_\_\_

From: \_\_\_\_\_

Tel. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address:

To

Head – Fuel Sourcing & Management

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

**Sub: Bid for Supply of Agro residue based Biomass Pellets to NPL Plant.**

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats, as stipulated in the Bid Document, for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document. The copy of revised Bid Document along with all addendum’s duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/contracts/work orders and acknowledge and agree that NPL may reject our Bid if this were to be the case.
5. We confirm that we have studied the provisions of Applicable Laws and regulations required to enable us to carry out our functions as per Clause 16.0 Vol. III Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work as appropriate for the process and we do not foresee any problem in order to comply with the requirements.
6. We hereby confirm that we shall abide unreservedly with NPL’s decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL’s decision or its right to make such decision at any time in the future.
7. We agree to furnish any additional information and documents as may be required by NPL to substantiate representations made by us in this Bid at all times. We also confirm that Nabha

Power Limited reserves the right to contact our bank and third parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.

8. The Bid shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by NPL. Any extension will be as per mutual agreement.
9. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to any of the provisions of the Bid Documents.
10. We confirm that our quoted prices are based on the provisions of the Bid Documents.
11. We confirm that our rates are firm for handling of the quantum of Agro residue based biomass pellets indicated for the scope of work.
12. We confirm that we will transport entire quantity as offered in the Price Bid, in case the same is awarded.
13. We confirm that our Bid includes all taxes except advance tax, for which NPL is having exemption. We further confirm that we shall be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
14. We confirm that we meet/ will continue to meet all Applicable Laws, rules, regulations, guidelines in force.
15. Daily offered quantity shall be minimum of 10 MT per day (MPD).
16. Details of the Bidder: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
17. The details of contact person are furnished as under:  
Name:  
Designation:  
Name of the Company:  
Address of the Bidder:  
Phone Nos.:  
Fax Nos.:  
E-mail address:

Thanking you,

Yours sincerely,  
(Authorized Signatory and Seal)

Name:

Designation:

Address:

Date: -----Place: -----

**ANNEXURE II: POWER OF ATTORNEY**

*(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no.      for shortlisting of Bidders for **Supply of agro residue based biomass pellets** through rate based competitive bidding process in India, including signing and submission of all documents, Bid and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, negotiating, entering into and executing any Contract, agreement, accepting any Purchase Order or LoA, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the said Bid Documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Insert name of the Bidder on whose behalf PoA is executed)

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address  
of the Attorney)

Place: -----

Date: -----

Note:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification of extract of the chartered documents and documents such as a board resolution / power of attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**ANNEXURE III: Deleted**

## **ANNEXURE IV : PRICE BID FORMAT**

### **Nabha Power Limited – Price Bid**

*(To be submitted online)*

To,

Head – Fuel Sourcing & Management  
Nabha Power Limited  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 244

Dear Sir,

### **Sub: Bid for Supply of Agro residue based biomass pellets to NPL plant.**

Having examined the Bid Documents No. \_\_\_\_\_ including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer the above-named Package: "**Bid for Supply of Agro residue based biomass pellets to NPL plant**" inclusive of all taxes and duties.

<b>Daily Qty Supply Offer (MT)*</b>	<b>Quoted Price - (Estimated FOR destination price offered for technical specifications of Material given in Table-1 of S No. 14 of the Bid DocumentII) Exclusive of GST</b>	<b>GST</b>	<b>Price per MT (Inclusive of GST) on FOR destination basis</b>	<b>Quoted GCV (ARB)</b>	<b>Quoted Price (Inclusive of GST)</b>
	<b>Rs/MT</b>	<b>Rs/MT</b>	<b>Rs/MT</b>	<b>Kcal/Kg</b>	<b>(Rs/MT/GCV)</b>

\*Bids offering quantity lower than the minimum quantity (i.e. 20 tonnes per day) shall be rejected being non-responsive.

Note:

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by NPL, being fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work shall be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into account all taxes, duties and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge NPL is entitled for the benefit of any reduction or withdrawal of any taxes, duties and levies and liable to pay

additional tax only in case of changes/additions under change of law scenario, which are reimbursable by PSPCL.

We agree to abide by this Bid as stipulated in the Bid Documents and it shall remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the Bid Document.

Signature:.....

Name:.....

**Designation:.....**

## **ANNEXURE V: VENDOR IDENTIFICATION FORM**

(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise.- Format No.: SOF-PRC-001-AA, Rev No. 01, dated: 24 May 16)

<b>Name of the Vendor</b>			
<b>Introduced By</b>			
<b>Registered Office Address</b>			
<b>PIN Code No.</b>			
<b>Address for Communication</b>			
<b>PIN Code No.</b>			
<b>Contact Persons</b>			
<b>Phone No: Office</b>			
<b>Mobile</b>			
<b>Fax</b>			
<b>E-mail address</b>			
<b>Type of Company</b>		<input type="checkbox"/> Proprietary	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Private Ltd	<input type="checkbox"/> Public Ltd
		<input type="checkbox"/> Co-operative	<input type="checkbox"/> Others (Specify)
<b>Category</b>		<input type="checkbox"/> Contractor	<input type="checkbox"/> Professional Services
(Please select category for Income Tax Purpose)		<input type="checkbox"/> Rent	<input type="checkbox"/> Comm. & Brokerage
		<input type="checkbox"/> Dealer	<input type="checkbox"/> Others (Specify)
<b>Date of Commencement of Business</b>			
<b>Annual Sales Turnover for last 3 years</b>		<b>Year</b>	
		<b>Rs (in L)</b>	
<b>Details of Directors/Partners/Proprietors</b>			
<b>Name of Associate/Subsidiary Units</b>			
<b>Services rendered/goods provided</b>			
<b>Details of business with L&amp;T group co's</b>		<b>Year</b>	<b>Co's Name</b>
<b>List of Reputed co's, Govt. Dept. With whom registered as suppliers</b>			

<b>List of references, if any</b>	

<b>Details of relatives working in L&amp;T group companies (if any)</b>	
---	--

<b>Goods &amp; Services Tax(GST) Registration No &amp; Date</b>	
<b>MSME Registration No. &amp; Date</b>	
<b>SSI Registration No &amp; Date</b>	
<b>PAN No</b>	
<b>PF Registration No</b>	
<b>ESIC Registration No</b>	
<b>Factory Licence No</b>	

<b>Bank Account Details:</b>	
<b>Bank Name</b>	
<b>Branch</b>	
<b>Account Number</b>	
<b>MICR No</b>	
<b>IFSC Code of Bank</b>	

<b>Any other information:</b>

**Notes:**  
 Our PO, Cheque, Correspondence, etc will be sent only to the communication address as mentioned.  
 All cheques shall be issued in the name as mentioned above.  
 Copies of PAN card, cancelled cheque and all tax / other registration certificates mentioned above should be attached along with this form.

<b>Quality, Environment, Health and safety Compliance</b>		
ISO 9001 Certified	Yes	No
EMS 14001 Certified	Yes	No
OSHAS 18001 Certified	Yes	No

**Declaration In Case answer of any of above is "NO"**

I/WE confirm that the standards adopted with respect to Quality, Environment, Health and Safety standards related to works / Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.

**Code of Conduct**

I/WE confirm that the Code of Conduct (as per NPL format) has been duly signed & stamped and attached with this form.

**DECLARATION BY THE DIRECTOR/ PARTNER/ PROPRIETOR**

I declare that the information furnished above is correct to the best of my knowledge. I undertake to inform you at the earliest any change in the details mentioned above.

Rubber stamp of the Vendor

	<b>Name &amp; Designation of Authorised Signatory</b>	<b>Signature and Date</b>

-----To be filled in by NABHA POWER LIMITED-----

The Vendor is Approved based on:

--

Requested by	Approved by	Payment Terms
(Name and Signature)	(Name and Signature)	
Date	Date	

To be filled up by Finance & Accounts	
Vendor Code	
Date	

**ANNEXURE VI: CODE OF CONDUCT FOR INTERMEDIARIES**  
**INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS /**  
**VENDORS**

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or Contractor or sub-Contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We shall comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We shall only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving L&T / Group companies and / or its clients any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We shall neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I/We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. We will neither give nor accept hospitality or gifts that might appear to incur an obligation
6. I / We shall follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.

7. I / We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T / Group companies prohibition of facilitating payments.
8. I / We shall not take any action which places, or is likely to place L&T / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of L&T / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T / Group companies without prior written approval from L&T / Group companies.
9. I / We hereby agree that in the eventuality of me / us appointing a Sub-contractor (with written approval of L&T), the Subcontractor shall also comply with this Code of Conduct.
10. I / We hereby agree to indemnify L&T / Group companies with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
11. I / We hereby agree to promptly report any violations of the Code to L&T / Group companies and further agree that L&T / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to L&T / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.
12. I / We hereby agree that I / we shall not buy, sell or otherwise deal in L&T securities if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

Name:

Signature & Seal:

## **ANNEXURE VII UNDERTAKING FORMAT**

**(To be submitted along with signed code of conduct document)**

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including consultants / agents / business partners / vendors and undertake to comply with same and all the Applicable Laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Signature & Seal

Name

## **ANNEXURE VIII: GENERAL TERMS AND CONDITIONS**

### **I. DEFINITIONS**

**“Annexure”** shall mean any of the annexures, supplements or documents, appended to this document which form an integral part hereof.

**“Applicable Laws”** shall mean all laws for the time being in force in India, including all acts, rules, regulations, resolutions, statute, decisions, bylaws, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record.

**“Applicable Permits”** shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations or no objection certificates required to be obtained under Applicable Laws from any governmental (central, state or local), statutory or other authority prior to performance and discharge of the respective rights and obligations of the Parties under the Contract.

**“Associate”** shall refer to any Bidder who has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Bidder thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member.

**“Authorized Signatory”** shall refer to the person/ persons and organizations who/which have been so authorized by the Bidder to represent them in respect of the Bid submitted, duly notarized and submitted as per Annexure II.

**“Batch”** shall mean the total consignment received under the Contract at NPL Power Plant in a calendar month.

**“Bidder/Bidding Company”** shall mean an individual, a company/firm/society duly incorporated/registered under the relevant laws of India and making the Bid in response to and as required by this Bid Document. For the avoidance of doubt, any references to "the

**Bidder**" in this Bid Document or Contract shall be interpreted as "the **Contractor**" once the Bidder's Bid has been accepted by NPL and Contract has been awarded to him/it.

**“Bid Document”** shall mean this document including other documents such as Notice Inviting Tender (NIT), bid documents -including technical and Price Bid and other formats being issued to and submitted by the Bidders.

**“Bid/ Offer/ Proposal”** shall mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by NPL.

**“Contract”** shall mean the legally binding contract formed between Nabha Power Limited and the Successful Bidder including the terms of this Bid Document, Letter of Award and Purchase Order(s) including its annexures, amendments etc. The same will govern the terms of the supply/work performed by the Contractor and shall constitute a Contract between NPL and the Contractor.

**“Contractor(s)”** shall mean the Successful Bidder(s) with whom the Contract(s) have been entered into by NPL and shall include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assigns of such individual, firm or company, as the case may be for performing activities defined as per Clause 16 of Scope of Work.

**“Consortium”** means a group of companies and/or organizations and/or firms responding as a Bidder.

**“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's Personnel or representative (s) in the bidding process or in contract execution.

**“Day”** shall mean a period of 24 hours from midnight to midnight.

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence the bidding process or the execution of a contract to the detriment of NPL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.

**“Good Industry Practice”** shall mean standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Government Authority/Statutory Authority”** shall mean the Government of India (GoI), the Government of Punjab (GoP) any local government under jurisdiction of Punjab, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation, corporate body or administrative body over which the GoI, GoP, exercises control.

**“Letter of Award (LoA)”** of the Bid shall mean the official communication issued by NPL notifying the Successful Bidder about acceptance of its Bid.

**“Month”** shall mean a calendar month according to the Gregorian calendar.

**“Party”** shall mean either NPL or the Bidder/Contractor.

**“Parties”** shall mean NPL and the Bidder/Contractor collectively.

**“Material”** shall mean Agro Residue/ Crop Residue with Technical Specifications mentioned in Table-I of S No. 14 of this Bid Document.

**“NPL Power Plant”** shall mean 2 X 700 MW thermal power plant developed by Nabha Power Limited at Rajpura, in the state of Punjab.

**“Price Bid”** shall mean the proposal submitted by the Bidder giving details of the price part/rates as per the format given in Annexure IV of the Bid Document.

**“Purchase Order(s) / PO(s)”** shall mean the document issued by Nabha Power Limited to the Contractor in which Nabha Power Limited specifies the Scope of Works with various terms & conditions which are to be performed by the Contractor under the Contract.

**“Qualified Bidders”** shall mean the Bidders short-listed based on the qualification requirements specified as per clause 2.0 of Vol.-I in the Bid Document for further evaluation as per the Bid Document.

**“Related Party”** shall mean group of Bidders having common control/ ownership reflected through at least 50% of common directors and/or stake holders and duly identified and submitted to NPL as per Annexure-XI. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

**“Scope of Work”** shall mean entire scope to be performed by the Successful Bidder related to Supply of Agro residue based biomass pellets, delivery of Material to NPL Power Plant as defined in Clause 16 Vol-III.

**“Successful Bidder”** shall mean the eligible Bidder whose Bid has been accepted by NPL and to whom the Contract is awarded in accordance with Clause 5 of Volume I of this Bid Document for performing the activities as per in Clause 16 Vol-III, Scope of Work.

**“Subcontractor(s)”** shall mean an agency appointed by the Contractor with the prior written consent of NPL to render obligations / part of Scope of Work under the Contract which may include the agency appointed for witness of weighment and sampling and analysis at NPL facilities.

**“Technical Bid”** shall mean documents required to be submitted by the Bidder in relation to responsive check and qualification requirements.

**“Written Notice & serving thereof”** shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier, or within 2 hours of its dispatch if sent by e-mail to the last business address/email address known to the Party who gives the notice. This also shall include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail.

**Notes:**

- i) Unless otherwise specified, wherever the following abbreviations are used in this Bid Document they shall have the meanings set forth below:  
CEA- Central Electricity Authority  
MOEF&CC- Ministry of Environment, Forest & Climate Change  
MoP- Ministry of Power  
IPP- Independent Power Producer  
FOR – Freight on Road  
MTPD- Metric Tonne Per Day
- ii) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc.is understood to be a function of the Executive-in-Charge/ Manager-in-Charge/NPL.
- iii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iv) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- v) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- vi) a "person" includes any individual, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment and a person shall be construed as including a reference to its successors, permitted assigns and permitted transferees in accordance with their respective interests;
- vii) an "employee" of any person includes any other person or agent who is engaged or has (within the period prescribed by applicable law for holding such person's employer, client or principal, as the case may be, responsible for his acts) been engaged directly or indirectly by such person as an employee, consultant, Contractor or in any other capacity whatsoever;
- viii) the descriptive headings in this Bid Document, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- ix) unless specifically provided otherwise, the words "herein" and "hereunder", and words of similar import, refer to the entirety of this Bid Document and not only to the Clause in which such use occurs;
- x) a reference to a "Clause", "Schedule", "Annex" or "Exhibit" is a reference to a Clause, Schedule, Annex or Exhibit of this Bid Document;
- xi) "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";

- xii) reference to "this Bid Document" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
- xiii) this Bid Document is to be read and construed as a whole; anything mentioned in any of the documents comprising this Bid Document shall be of like effect as if stated or mentioned in all of them. In the event of a conflict between the clauses and the appendices, the parties shall endeavor, in the first instance, to resolve the conflict by reading this Bid Document as a whole and the provision that is more specific to the subject matter shall govern. If, notwithstanding the parties' good faith efforts to resolve the conflict as provided in the preceding sentence, the conflict continues to persist, the provision in the clauses shall govern.
- xiv) A law shall be construed as a reference to such law including its amendments or re-enactments thereof, for the time being in force.

## **2. GOVERNING LAW AND JURISDICTION**

This Bid Document and Contract shall be governed by the laws of India and all legal proceedings in connection with the Contract shall be subject to the territorial jurisdiction of local courts at Chandigarh.

## **3. ASSIGNMENT AND SUBCONTRACTING**

The Bidder shall not without the prior written approval of NPL, assign or transfer its rights or obligations under the Bid Document and Contract or any part thereof, or any share, or interest therein to any other person.

## **4. INDEMNIFICATION**

The Bidder shall fully indemnify, hold harmless and defend NPL against any action, claim or proceeding relating to the infringement of intellectual property rights of any third party and/or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the Contract.

In the event of any claim being made or action brought against NPL in respect of the matters aforesaid, NPL shall immediately as soon as reasonably practicably notify the Bidder thereof for taking necessary action.

The Bidder shall indemnify on demand and hold harmless NPL in respect of any and all damages or injuries to any person and to any property and against all actions, suits, claims, demands, costs, charges and expenses (including professional fees) arising in connection therewith caused by:

- i. any act or omission of the Bidder;
- ii. any breach of Applicable Law by the Bidder;
- iii. claims made against NPL by a third party arising from any defect and negligence in the performance of the Scope of Work ;and
- iv. any damage to NPL's property by the Bidder.

For the purposes of this clause Bidder means and includes its affiliates, Subcontractors, employees, agents and other personnel deployed by the Contractor or his Subcontractors.

Any statutory and tax related liability will be exclusively to the account of the Bidder unless NPL agrees otherwise based on the Bidder's accepted Bid.

Bidder shall comply with all norms and requirements of the mining department, MoEF&CC, Government Authorities and Applicable Laws and indemnify NPL against any non-compliance. NPL on monthly audit process may verify the compliance however this shall not absolve the Bidder from its prime responsibility of such compliance.

## **5. CONFIDENTIALITY**

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“Confidential Information” means any and all information or data of a scientific, technical, commercial or financial nature disclosed by NPL in relation to the Contract, or which is obtained by the Contractor from NPL in relation to PO, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, costing etc.), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), specifications, drawings, services, strategies, third party information, and corporate and personnel statistics, Contractor information, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.

Confidential Information shall not be disclosed by the Contractor except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling receiving Party’s obligations. The Contractor shall remain liable with regard to all parties who receive NPL’s Confidential Information from the Contractor. The Contractor shall be liable for disclosure or use of Confidential Information which:

- (1) was known by the Contractor at the time of disclosure due to circumstances unrelated to this Contract;
- (2) is generally available to the public without breach of this Contract;
- (3) is disclosed with the prior written approval of NPL; or

(4) is required to be released by Applicable Law or court order/direction.

The obligations under this section shall survive for a period of five (5) years post termination of the Contract.

## **6. FORCE MAJEURE**

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**6.1.** A “Force Majeure Event” means any events or circumstances or a combination of events or circumstances or the consequence(s) thereof that wholly or partially is beyond the reasonable control of the affected party, which could not have been reasonably foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a. Act of God, operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.
- b. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c. Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties.
- d. Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.
- e. National or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.
- f. Government orders and/or restrictions which are imposed under Applicable Law.
- g. Termination of PPA
- h. Epidemic.

**6.2. Force Majeure Event shall expressly not include the following circumstances or events:**

- a. a delay in the performance of any Subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under clause 6.1 above;
- b. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- c. any delay or non-performance whether by the Contractor or any other person (other than NPL); or
- d. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor;

or

e. Insufficiency of finances or funds or the Contract becoming onerous to perform.

**6.3** If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set forth in clause 9 below, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief on account of such Force Majeure Event.

#### **6.4 Notice of Force Majeure Event**

- a. The Affected Party (Party whose performance has been affected by an event of Force Majeure) shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "FM Notice"), as soon as the same arises or as soon as reasonably practicable and in any event within 15 (fifteen) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Contract, the actions being taken in accordance with clause 6.5 below (Performance Excused) and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.

#### **6.5 Performance Excused**

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that Party will be excused from its performance if affected by the Force Majeure Event to the extent so affected provided that:

- a. Written notice in terms of clause 6.4 above;
- b. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- c. The affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.
- d. nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.
- e. Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless all the provisions of this clause 6.4.a and 6.4.b. above have been complied with.

Provided however that upon occurrence of a Force Majeure Event affecting NPL, NPL may require the Contractor to continue performing its obligations, including the supply of Material as notified in writing by NPL.

No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused because of the occurrence.

#### **6.6 No liability for losses due to Force Majeure Event**

- a. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event, Each Party shall maintain appropriate insurance cover for losses arising as a result of Force Majeure Events

#### **6.7 Duty to perform & duty to mitigate:**

To the extent not prevented by a Force Majeure event, the Affected Party shall continue to perform its obligations under the Contract. The Affected party shall take all reasonable efforts to mitigate the effect of a Force Majeure Event.

#### **6.8 Resumption of performance**

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall provide all reasonable assistance to the Affected Party in this regard.

### **7. EVENTS OF DEFAULT**

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#### **A. Contractor's events of default:**

In addition to any other event which gives rise to a termination right for NPL appearing in any other provisions of this Bid Document, the following events shall be construed as events of default on the part of the Contractor, the occurrence of which shall entitle NPL to terminate the Contract forthwith:

- i. The Contractor is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction for which prior written consent from NPL is obtained), a receiver is appointed over any

part of its undertaking or assets, or if Contractor takes or suffers any other analogous action in consequence of debt;

- ii. Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- iii. The voluntary winding up of the Contractor by the shareholders of the Contractor;
- iv. Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and the Contractor is ordered to be wound up by the court;
- v. Non-compliance to any relevant major requirement of Govt. bodies and/or Applicable Laws.
- vi. Contractor, in the judgment of the NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract
- vii. Abandons and ceases its performance or repudiates the contract.
- viii. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- ix. Does not carry out the Contract/ LoA/PO for the entire quantity as required by NPL and such breach is not remedied within seven (7) days of notice.

In the event of a Bidder Event of Default NPL shall, in addition to its right to immediately terminate the Contract, have the right to immediately encash the CPS and/or the SD of the Bidder without prejudice to the other legal remedies available to NPL.

#### **B. NPL's events of default:**

- i. If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~one month's supply and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it shall be construed as an NPL events of default unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

In case of NPL's event of default, the Contractor shall be entitled to terminate the Contract by giving 30 days written notice.

### **8. COMPLIANCE TO LAWS**

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#### **Compliance of Labour Laws**

The Contractor shall comply with all the provisions of the Contract labour (regulation and abolition) Act, 1970 and the rules made thereunder which may be applicable to them. The Contractor shall also comply with other labour and industrial laws and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify NPL and reimburse NPL against all damages, charges, actions, claims, demands, costs and expenses whatsoever arising out of or in connection with any liability that NPL may be required to discharge on account of the default of the Bidder or otherwise attributable to the Bidder.

### **Compliance with Law of the Land:**

The Contractor shall comply with all Applicable Laws of the land as applicable to the state of Punjab and any other state en-route in supply at NPL plant that is mandatory in order to execute its obligations and deliveries under the Scope of Work under this Bid Document that should essentially include but not limited to law enforced by MoEF, Ministry of Excise and taxation, Indian Railways, local authorities.

The Bidder shall reimburse NPL for all costs, damages, charges, losses and/or expenses, that NPL may have incurred, under the Contract in respect of this clause 8. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPS/SD.

## **9. DISPUTE RESOLUTION AND ARBITRATION**

### **9.1 Dispute Resolution and Arbitration**

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and NPL through mutual discussions. In case of nonresolution dispute may be escalated. In such a case either party may give a 30 days' notice to the other Party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 9.1.i), the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- iii) The language of the arbitration shall be English, the place and seat of arbitration shall be at Chandigarh, India.
- iv) The Arbitral Tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- v) The award rendered shall be in writing and shall be final & binding on the Parties.
- vi) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- vii) Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may

determine the amount thereof direct by whom and to whom and in what manner the same is to be borne and paid.

- viii) The provisions of this sub-clause 9.1 shall survive the termination of the Contract.

## **9.2 Resolution of unforeseen situation**

Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner considering NPL's obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC) as well as practical aspects/ good practices.

## **10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES**

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### **10.1 Workmen's Compensation Insurance with Employer's Liability**

This shall cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Scope of Work under the Contract. The Contractor shall, at its sole expense, insure and shall maintain insurance as required by Applicable Laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by the Contractor or its Sub-contractors for the purpose of the performance of the Scope of Work as per the Bid Document. In addition, the Contractor shall obtain and maintain all the insurance required to be obtained and maintained by it.

- i) NPL lists out following insurers who may be approached by the Contractor for availing the Insurance Covers:
  - a. New India Assurance Co. Ltd.
  - b. United India Insurance Co. Ltd.
  - c. Oriental Insurance Co. Ltd.
  - d. Bajaj Allianz Insurance Co. Ltd.
  - e. HDFC Ergo General Insurance Co. Ltd.
  
- ii) Contractor shall furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance shall not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor shall arrange for a replacement policy within 21 days of such a written notice.

iii) Remedy on Failure to Insure

If Contractor fails to effect and keep in force the insurance, NPL may affect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contractor or call on the CPS. NPL may also terminate the Contract if the Bidder is in breach of its obligations under this clause 10.

## **10.2 Adherence to occupational safety at workplace**

Contractor and its personnel (including all labourers, helpers, drivers, supervisors etc.) while delivering supply at NPL have to strictly adhere to the safety protocol of NPL. Any deviation from standard safety practice as designed and formulated by NPL shall attract penal provisions as per the extant rules and regulations of NPL safety department.

The Contractor shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Contractor may be supervisors, tipper driver, hydra, hydraulic excavator or any other equipment operator and sampling witness representatives and does not in any way relive even the person at weighbridge data maintenance from this obligation. Basic safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation shall lead to double/multiple penalty.

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of Contractor 's persons, equipment and tippers shall attract applicable penalty from supply bills and re-occurrence of any similar incidence shall not be accepted in any case.

NPL disclaims any liability on account of any accident or mishap if happens to Contractor 's persons while rendering supply under this supply contract inside NPL plant premises.

### **Deduction from Contract fees**

The Bidder shall indemnify NPL for all costs, damages, or expenses, NPL may have incurred, under the Contract in respect of this clause 10. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Bidder under the Contract shall be recovered from the Bidder by encashing CPS and/or SD and/or through process of law.

## **11. TERMINATION OF CONTRACT**

### **11.1 Termination of Contract**

NPL reserves the right in its sole discretion to cancel/terminate the Contract in full or part at any time by giving 15 days written notice to the Contractor if the Contractor 's performance is not found to be satisfactory to NPL or in case the Contract is found uneconomical to NPL. NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.

In case the Contractor wishes to terminate the contract, he has to give 60 days' notice in writing to NPL before such termination is considered effective.

The Parties agree that the Contractor shall not be entitled to the payment of any termination compensation.

### **11.2 Termination due to Force Majeure Event**

- a. If the Force Majeure Event subsists for a continuous period of 60 Days, then either Party shall be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination shall take effect 30 Days from the date of such Termination Notice.
- b. In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of clause 6.8., the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; however the Contractor shall be entitled to be paid the outstanding fees in relation to the work performed under the Contract.

### **11.3 Continuing Obligations**

Termination of this Contract shall be without prejudice to any accrued rights or obligations under this Contract as at the date of termination and termination of this Contract shall not affect the continuing rights and obligations of the Bidder and NPL under clause 2 (Governing Law), 4 (Indemnification), 5 (Confidentiality), 9 (Dispute Resolution and Arbitration), 10 (Insurance) of these General Terms and Conditions, Penalties/Recoveries/Quantity Adjustment of Vol II, or any other provision of this Contract and Bid Document which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

## **12. Blacklisting Criteria:**

NPL to decide whether a particular Bidder/ Contractor / needs to be blacklisted based on the criteria as under:

- a) Default as per Bid Document/PO terms (events of defaults)
- b) Influencing in the process of weighing or sampling, sample preparation or analysis of biomass pellets at NPL and any person in NPL/ associated agency with intent as established by NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.

- e) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Unauthorized use of name of the firm/ bidding entity or using the name of another bidding entity for the purpose of public bidding.
- g) Withdrawal of a Bid, or refusal to accept an award of PO without justifiable basis as determined by NPL.
- h) Any attempt by a Bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the Contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Wilful or deliberate abandonment or non-performance of the contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- k) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, Contractor may be cautioned based on initial transgressions.
- l) NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of blacklisted company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any forum/court/tribunal by rest of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.

### **13. Splitting of Scope of Work**

NPL reserves the right to split up the work in the Scope of Works section of this Bid Document and Contract among more than one Bidder during the progress of work due to unsatisfactory progress of work by a Bidder. NPL will not entertain any claim from any Bidder as a result of such splitting up. NPL also reserves the right to exclude/include any items of work from/into the scope of the Contract during the progress of work due to any reason whatsoever.

NPL reserves the right to enter into Contract (s) with more than one Party.

### **14. Powers to vary or omit any item or work**

No alterations, amendments, omissions, additions, suspensions or variations in Scope of Work shall be made by the Bidder except as directed in writing by NPL in connection with the Contract. NPL shall have full powers subject to the provision hereinafter contained from time to time during the execution of the Contract by notice in writing, to instruct the Bidder to

make such variations and be bound by the same conditions as far as applicable even if the said variations occur in the specifications. If any suggested variation would, in the opinion of the Bidder if carried-out, prevent the Bidder from fulfilling any of its obligations or guarantee under Contract, the Bidder shall notify within 7 days to NPL, thereof in writing, and NPL shall decide forthwith whether or not the same shall be modified accordingly with mutual agreement of the stakeholders. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the Contract rate as the case may require in accordance with the rate specified in the Contract, subject to these being eligible for "Pass Through Cost" by the concerned Government Authorities including but not limited to PSPCL. NPL shall not become liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same shall have been given in writing by NPL.

#### **15. Deduction of Income Tax**

Income tax at the prevailing rates shall be deducted at source from the bills of the Contractor as per the Income Tax Act and Rules. Necessary TDS certificate will be issued by NPL.

#### **16. Compliance with Applicable Permits and Applicable Laws**

The Contractor shall comply with the conditions of all Applicable Permits and the provisions of all Applicable Laws in fulfilling its obligations during the period of this Contract.

#### **17. Deduction from Contract fees**

All costs, damages, or expenses NPL have incurred under the Contract for which the Contractor is liable, then such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered from the Contractor from his CPS and/or SD and/or through process of law.

#### **18. Merger & Amalgamation:**

Contractor shall obtain a No Objection Certificate (NOC) from NPL before any merger or amalgamation. On receipt of NOC, the Contractor shall ensure that all the contractual obligations are duly carried out after such merger or amalgamation by the merged / amalgamated entity.

#### **19. Change in the constitution of Bidder/ Contractor and address**

In case there is any change in partnership or any change in constitution of the Bidder, it shall be forthwith notified by the Bidder to NPL for information. Any change in the address of the Bidder shall also be intimated to the authorised person(s) of NPL.

#### **20. Negligence and Default**

In case of negligence on the part of Bidder to execute the Contract with due diligence & expedition to comply with any reasonable orders given in writing by NPL in connection with

the Contract or any contravention in the provisions of the Contract, NPL may give 21 days' notice in writing to the Bidder to make good the failure or neglect or contravention. If the Bidder fails to comply with the notice within 21 days' notice period (or) period between NPL & Bidder with mutual discussions, NPL may suspend business/dealing with the Bidder. Further in case of such default by Bidder, NPL may also terminate business dealings with the Bidder apart from claiming reasonable compensation/damages, forfeiture of CPS and/or SD etc.

## **21. Waiver**

Any failure of NPL to insist in any one or more instances upon strict performance of the Contract/Purchase Order or to exercise any option herein contained irrespective of the length of time for which such failure continues, shall not be construed as waiver of any promise or option but the same shall remain and continue in full force and effect. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of the Contract/Purchase Order) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

## **22. Severability**

The provisions of the Contract are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction such invalidity or unenforceability shall not affect the validity or enforceability of any of its other provisions.

**ANNEXURE IX: FORMAT FOR RAISING DISAGREEMENT  
AGAINST NPL QUALITY**

<b>Intimation to NPL - Fuel Sourcing through Email/letter</b>		<b>Date of intimating Disagreement</b>	
<b>Sampling date and time</b>		Name of Contractor 's representative who witnessed the sampling process	
<b>Preparation date and time</b>		Name of Contractor 's representative who witnessed the sampling process	
<b>Analysis date and time</b>		Name of Contractor 's representative who witnessed the analysis process	
<b>Disagreement with regard to (sampling / preparation / test results)</b>		Name of Contractor 's representative who witnessed & signed the referee sample sealing	
<b>DISAGREEMENT OF NPL LAB RESULTS</b>			
Date of Receipt	Bidder	NPL Test Certificate Reference No.	
NPL Findings (ARB)			
<b>Parameter disagreed</b>	<b>TM%</b>	<b>GCV(Kcals/Kg)</b>	
NPL Findings (ARB)			
Party's assessment (ARB)			
<b>Reason for Disagreement</b>	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
<b>Suggested Action</b>			Please retain Referee Sample till disagreement resolved
			Referee Sample Analysis
			Anything Else
<b>Intimation By</b>			
<b>Contractor 's Sign</b>			
<b>Contractor 's Seal</b>			

**ANNEXURE X: FORMAT FOR PRELIMINARY INTEREST FOR  
PARTICIPATION IN THE BID PROCESS**

***(On Letter Head of Bidder)***

To,

Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash, Rajpura-140401, Punjab,  
India. Tel. No.: +91-176-2277252/244

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in supply of agro residue based Biomass pellets**

This has reference to your NIT published in Times of India on\_\_\_\_\_. We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with NPL in past.

We acknowledge that timely & safe delivery of Agro residue based Biomass pellets without any pilferage / loss / lapse is key requirement and assure you that we shall live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:  
Complete Office Address:  
Office Telephone Nos/ Fax nos:  
Contact person(s):  
Designation:  
Contact details (incl email):  
Main line of Business:  
Top three customers:  
Any other information:

Yours faithfully,  
For.....

Name of the Authorized Person Designation

**Note:**

1. Filled up, signed and stamped copy of above format may be scanned and emailed to [COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM).
2. Revised / amended documents shall be mailed only to such Parties who have expressed interest. Further participation in the process by any Party who has not expressed interest as per the required format may not be permitted.

**Annexure XI: Annexure for Declaration of subsidiaries/Related Parties**

(On the letter head of the bidder)

To,

Head – Fuel Sourcing & Management,  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 267

**Sub: Declaration of subsidiaries under current Bid.**

**Dear Sir,**

With reference to Volume-I, Clause-5.5 i.e. NPL may (in its sole discretion) place an order, through issuing a Purchase Order, to the related party/subsidiary of the Bidder, we wish to inform you that we are participating in the Bid process by the name of M/s \_\_\_\_\_.

We hereby declare that following organizations are our subsidiaries and we have more than 50% stake in the organizations mentioned below.

Name of the subsidiary	Ownership/Control details	Remarks

We confirm that we may take order either in the name of organization participating in the Bid process or in the name of any of the subsidiaries mentioned above for the rates quoted under this Bid document **NPL/Biomass Pellets/2022-23/067 and all subsequent revisions/ addendums/ amendments..**

We also confirm that beyond the parties mentioned in table above, we have no controlling relationship with any other party participating in the bid process.

Thanking you,  
Yours faithfully

For .....

(Manager of Constituent Company/Company Secretary of the Constituent entity)

Name:

Date:

Place

## **ANNEXURE XII: ACCEPTANCE LETTER**

**To,**

Head – Fuel Sourcing & Management  
Nabha Power Limited  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252 Extn: 267

Dear Sir,

**Sub:** Acceptance of price submitted and of the Contract

We hereby confirm our acceptance and compliance to all the provisions of the Bid Document and agree to be legally bound to the terms and conditions of the Contract.

We further declare that the Scope of Work (as defined in the Bid Document) will be executed in accordance with the provisions of the Contract. We confirm that we have considered all taxes, duties and levies (GOI/State Govt/Bodies) applicable as on the date of this Letter. We acknowledge NPL is liable to reimburse taxes, duties and levies only in case of increase/additions as applicable on the day of dispatch. Similarly, NPL shall be entitled to recover taxes, duties and levies reduced/withdrawn.

We agree to abide by the price submitted for the Scope of work as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by Nabha Power Limited at any time as per the clause 9 of Vol. I.

Signature:.....

Name:.....

Designation:.....

### **ANNEXURE- XIII- PROOF OF ABILITY/EXPERIENCE**

The Applicant shall submit copies of POs of supplies of similar Material. Along with proof of satisfactory execution of supplies such as Performance/Completion certificates etc. made by them to other IPP's/State Electricity Boards/State Govt./Govt. of India and their Institutions/Undertakings on the Performa given below:

Sl.No	Material	PO No & Date	Quantity Ordered (MT)	Quantity Supplied (MT)	Purchaser's Name, Designation and Contact Details	Remarks
1.						
2.						
3.						
4.						

Note: Copies of Performance /Completion certificates for the PO's mentioned in the table needs to be furnished along with Annexure-XX.

Authorized Signatory:

Name:.....

Designation:.....

Address and Seal of the Applicant:

**ANNEXURE XIV**  
**(On letterhead of Contractor)**

Date: XX.XX.XXX

Final Settlement (Contract closure note)

Ref. tender Doc:

PO Nos:

Contract Duration:

Scope of work:

This is in reference to the \_\_\_\_\_ (aforesaid contract), in respect of the same we \_\_\_\_\_ hereby affirm and declare that:

1. We have completed the entire scope of work in terms of the abovesaid Contract and nothing is pending or due from our end. However, we are open to complete any pending work upon intimation, which might have escaped from our knowledge.

2. We have already settled the accounts and contracts with all of our **Contractor s**, sub-contractors, agents, vendors, and other persons involved for performing the work as assigned to us under the abovesaid Contract.

3. Only an amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only ) is outstanding and pending for payment to us against the abovesaid Contract. We understand and agree that the said outstanding amount is payable without any interest and subject to deduction of applicable taxes/other financial levies, set off against any amount due from us to Nabha Power Limited (NPL).

4. The entire legal, financial, contractual and other liabilities of NPL under the abovesaid Contract stood discharged in all respects and to our complete satisfaction except the amount referred in Para 3 above and on payment/adjustment of the same we shall left with no claim, right, demand against NPL of any nature whatsoever under the aforesaid Contract.

5. The said outstanding amount of Rs. \_\_\_\_\_ ( in words \_\_\_\_\_ only ) shall be released/adjusted towards Full and Final Settlement and shall be binding upon us and anyone claiming under us. All previous claims / notices / demand, communications, understandings (if any), are hereby terminated and stand superseded.

6. We \_\_\_\_\_ undertake to indemnify and keep NPL indemnified and harmless from and against all risks, costs, losses, damages, claims, actions etc. that NPL may suffer or suffered on account of any act, omission or negligence on the part of \_\_\_\_\_ or its employees, representatives, agents, workmen and any other person claiming under \_\_\_\_\_ in performance /violation of all or any of the terms and conditions stipulated under the abovesaid Contract.

7. We hereby unconditionally and irrevocably discharge NPL of and from all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which may have arisen or arise in future against NPL, based on any actions or events which occurred prior to \_\_\_\_\_ ( date of signing of the letter), and those arising out of or related to the aforesaid Contract.

Yours Faithfully,

For \_\_\_\_\_.

Authorized Signatory